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6 Attorneys for Defendant  
7 WELLS FARGO FINANCIAL NATIONAL BANK

8 UNITED STATES DISTRICT COURT  
9 DISTRICT OF NEVADA

10  
11 NICOLE ANTONE,

12 Plaintiff,

13 vs.

14 WELLS FARGO FINANCIAL  
15 NATIONAL BANK (FKA Wells Fargo  
Bank, National Association), a foreign  
16 Delaware corporation, and DOES 1  
through 10 inclusive,

17 Defendant.  
18

Case No. 3:18-cv-00236-LRH-WGC

**STIPULATED PROTECTIVE ORDER**

19 Plaintiff NICOLE ANTONE (“Antone”) and Defendant WELLS FARGO FINANCIAL  
20 NATIONAL BANK (“Wells Fargo”), by and through their respective counsel of record, hereby  
21 submit the following Stipulated Protective Order regarding the confidentiality of discovery  
22 materials.

23 Disclosure and discovery activity in the above-captioned action are likely to involve the  
24 production of confidential, proprietary, or private information for which special protection from  
25 public disclosure and use for any purpose other than prosecuting this litigation may be warranted.  
26 The parties acknowledge that this protective order does not confer blanket protection for all  
27 disclosures or responses to discovery and that the protection it affords from public disclosure and use  
28

1 extends only to the limited information or items that are entitled to confidential treatment under the  
2 applicable legal principles.

3           **1.     Definition of “Confidential Information.”**     “Confidential Information,”  
4 which may be designated as provided in paragraph 5 below, is defined as follows: trade secrets,  
5 protected contacts, business contacts, business practices, procedures and processes, non-public  
6 customer information (e.g., customer lists, customer names and contact information, etc.), financial  
7 information (non-public profits and loss information, financial statements, etc.), contractual  
8 relationships, marketing practices and procedures, management policies and procedures, sensitive  
9 personnel information including terms of employment, salary, bonus agreements, performance  
10 evaluations, and confidential or private personal information.

11           **2.     Use Limitations.**     All Confidential Information produced in the course of  
12 discovery proceedings herein shall be used only for the purpose of preparing for and conducting this  
13 litigation (including appeals) and not for any other purpose whatsoever.

14           **2.1    Limitations on Disclosure of Confidential Information.**  
15 Confidential Information shall not be given, shown, or made available or communicated in any way  
16 to anyone except persons specified in paragraph 6 below who have read and are bound by the terms  
17 of this Protective Order, and to whom it is necessary that such Confidential Information be given or  
18 shown for the purposes permitted under this paragraph. The Parties agree that materials subject to  
19 this Order which are marked “Confidential” and/or “Confidential – Attorneys’ Eyes Only” will be  
20 treated as such, subject to the resolution of any motion filed pursuant to paragraph 7. Before any  
21 party includes any information or material marked “Confidential” and/or “Confidential – Attorneys’  
22 Eyes Only” in any pleading, motion, notice, memorandum filed with the Court that the party cannot  
23 or will not redact, the party first must file a motion seeking leave to file under seal the portion of  
24 such materials marked “Confidential” and/or “Confidential – Attorneys’ Eyes Only in accordance  
25  
26  
27  
28

1 with the standard articulated in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir.  
2 2006), along with the Local Rules of the United States District Court for the District of Nevada.  
3 Treatment of the material as Confidential will continue at a minimum until the Court resolves the  
4 issue.

5  
6 **2.2 Advice to Client Based on Confidential Information.**

7 Notwithstanding the foregoing, nothing in this Protective Order shall bar or otherwise restrict any  
8 attorney herein from rendering litigation advice to his/her client, and in the course thereof, referring  
9 to or relying upon the attorney's examination of designated information.

10 **3. Scope of Protection/Disclosure of Confidential Information in Other**  
11 **Proceedings.** This Protective Order governs the handling of all Confidential Information, including  
12 documents, testimony, and other information, including all copies, excerpts, and summaries thereof,  
13 produced, given, or filed during discovery and other proceedings in this action, including  
14 Confidential Information produced, given, or filed prior to the date of this Protective Order.  
15

16 **3.1** If any party to another legal proceeding, or a court or an administrative  
17 agency, through discovery, subpoenas, or orders, demands production of Confidential Information,  
18 the party receiving such demand for Confidential Information shall promptly, and before producing  
19 Confidential Information to such other party, court, or administrative agency, notify (1) the  
20 requesting party, court, or administrative agency of this Protective Order; and (2) the party whose  
21 Confidential Information is being sought.  
22

23 **3.1.1** The party whose Confidential Information is being sought shall  
24 have the obligation of defending against such subpoena, order, or demand, and the person or party  
25 receiving the subpoena, order or demand shall be entitled to comply with it except to the extent the  
26 producing party is successful in obtaining an order modifying or quashing the subpoena, order or  
27 demand.  
28

1                   **4.     Confidential Information Produced by Third Parties.** This Protective  
2 Order shall apply to the parties to this action, and also to any other person producing or disclosing  
3 Confidential Information in this action who agrees or is ordered to be bound by this Protective  
4 Order. Accordingly, as used herein, the term “person” includes both the named parties in this civil  
5 action, and third parties who have agreed or been ordered to be bound by this Protective Order. If, in  
6 the course of this action, information is sought from a third party which would require such person to  
7 disclose and/or produce Confidential Information, such third party may obtain the protections of this  
8 Protective Order by agreeing in writing to produce information pursuant to this Protective Order and  
9 to be bound by it. No further order of this Court shall be necessary to extend the protections of this  
10 Order to third parties.  
11

12                   **5.     Designation of Confidential Information.** Any person who produces, gives,  
13 or files Confidential Information may designate information as Confidential Information if it meets  
14 the definition stated in paragraph 1; provided, however, that any designation of Confidential  
15 Information shall not constitute an admission by any other party that such Confidential Information  
16 is confidential or trade secret information as defined under applicable legal standards. Filing a  
17 motion under the Local Rules requesting leave to file information or material under seal or  
18 subsequently filing any document containing information designated “Confidential” under seal  
19 pursuant to paragraph 2.1, shall not constitute an admission by the filing party that such Confidential  
20 Information of another party is confidential or trade secret information as defined under applicable  
21 legal standards.  
22

23                   **5.2    Designation of Documents.** Documents may be designated as  
24 Confidential Information by stamping “Confidential” (or similar designation) on each page prior to  
25 production. To the extent documents containing Confidential Information subject to this Protective  
26 Order were previously produced without any designation of confidentiality, such documents shall be  
27  
28

1 stamped “Confidential” and reproduced.

2                   **5.3     Designation of Deposition Testimony.** Deposition testimony may be  
3 designated, in whole or in part, as Confidential Information by oral designation on the record, or  
4 within ten (10) days after receipt of the transcript with designations as specified below. If made on  
5 the record, the person making the designation shall instruct the Court Reporter to bind the  
6 “Confidential” portions of the deposition transcript separately and to stamp the word “Confidential”  
7 (or similar designation) as appropriate, on each transcript page so designated. All deposition  
8 testimony shall be treated as “Confidential” pending expiration of the ten (10) day period after  
9 receipt of the transcript.  
10

11                   **6.     Persons to Whom Confidential Information May be Disclosed.**

12                   **6.1     “Confidential Information.”** Except as otherwise provided by this  
13 Protective Order, information designated as “Confidential” shall be disclosed only to:  
14

15                   **6.1.1** Counsel of record for the parties in this action, and other  
16 attorneys, clerical, paralegal, and other staff employed by counsel of record;

17                   **6.1.2** Independent experts or independent consultants who are  
18 assisting counsel of record for the parties in this action in the prosecution or defense of this action.  
19 Before access is given, each such independent expert or independent consultants shall agree in  
20 writing to be bound by this Protective Order by completing and signing the form attached hereto as  
21 Exhibit A and advised that violation of the terms of this Protective Order (by use of the Confidential  
22 Information for business purposes or in any other impermissible manner) may constitute contempt of  
23 Court.  
24

25                   **6.1.3** Individuals named as parties, and such officers, directors, or  
26 employees of the parties, as counsel requires to provide assistance in the prosecution or defense of  
27 this action, and for no other purpose;  
28

1                   **6.1.4** The Court and court personnel;  
2                   **6.1.5** Any other Person as to whom the producing Person agrees in  
3 writing;

4                   **6.1.6** Witnesses at deposition or trial qualified under paragraphs  
5 6.4.1 and 6.4.2; provided, however, that before access is given, each such witness shall have agreed  
6 in writing to be bound by this Protective Order by completing and signing the form attached hereto  
7 as Exhibit A and advised that violation of the terms of this Protective Order (by use of the  
8 Confidential Information for business purposes or in any other impermissible manner) may  
9 constitute contempt of Court; and  
10

11                   **6.1.7** Court reporters employed in connection with this action.

12                   **6.2 “Confidential – Attorneys’ Eyes Only” Information.** Notwithstanding  
13 any other provision of this Protective Order, information designated as “Confidential – Attorneys’  
14 Eyes Only” shall be disclosed *only* to the following:  
15

16                   **6.2.1** Persons described in paragraph 6.1.1.

17                   **6.2.2** Persons described in paragraph 6.1.4, provided that the  
18 documents are handled consistent with paragraph 2.1 above.

19                   **6.2.3** Persons described in paragraph 6.1.5.

20                   **6.2.4** Witnesses and independent experts or consultants (as defined in  
21 paragraph 6.1.2) at deposition or trial, provided that the producing person agrees in writing, and that  
22 such witness and/or independent expert or consultant (as defined in paragraph 6.1.2) shall have  
23 agreed in writing to be bound by this Protective Order by completing and signing the form attached  
24 hereto as Exhibit A.  
25

26                   **6.3 Disclosure of Confidential Transcripts to the Deponent.**  
27 Deposition transcripts containing Confidential Information may be shown to the deponent for the  
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1 purpose of correction, but the deponent may not retain a copy of the transcript unless the deponent  
2 agrees to be bound by this Protective Order by signing a copy of the acknowledgment form attached  
3 as Exhibit A.

#### 4 **6.4 Limited Exceptions:**

5 **6.4.1 Persons Previously Having Access to Confidential**  
6 **Information.** A producing party's Confidential Information to which a present or former employee,  
7 consultant or agent has had access during the period of his employment or association with the  
8 producing party may be disclosed to that present or former employee, consultant or agent.

9 **6.4.2 Authors/Addressees.** This Protective Order shall not apply to  
10 the disclosure of a producing party's Confidential Information to persons who were the authors or  
11 addressees of those documents or who are shown as having received copies.

12 **6.4.3 Witnesses.** If a document designated as Confidential  
13 Information refers to the conduct or affairs of a witness, the parties' attorneys may discuss such  
14 conduct or affairs with the witness without revealing the document.

15 **6.4.4 Certain Information Not Subject to Scope of Order.** The  
16 restrictions of this Protective Order shall not apply to information which (a) was, is, or becomes  
17 public knowledge, not in violation of this Protective Order, or (b) was or is acquired from a third  
18 party possessing such information and having no obligation of confidentiality to the designating  
19 party, or (c) the receiving party can establish was in its rightful and lawful possession at the time of  
20 disclosure or was developed independently by the receiving party without the use of Confidential  
21 Information.

22 **7. Resolution of Disputes.** Whenever a party objects to the treatment of a  
23 document or transcript as "Confidential" as defined in paragraphs 1 and 5 herein, it shall, in writing  
24 or on the record in any proceeding herein, so inform the party seeking "Confidential" treatment. The

1 failure of a party to object in a timely manner shall not constitute a waiver. The party proposing  
2 such treatment may thereafter apply to the Court by motion for a ruling that the document or  
3 transcript shall be treated as “Confidential” in the manner described in paragraphs 1 and 5 herein.  
4 Such motion shall be made within a reasonable period of time after notice of the objection to a  
5 “Confidential” designation is given. Upon such application, the party asserting confidentiality bears  
6 the burden to establish same. Until the Court enters an Order changing the designation of the  
7 document or transcript which is to be the subject of the application, it shall be afforded the  
8 “Confidential” treatment described in paragraphs 1 and 5 herein.  
9

10 **8. Disposition of Confidential Information Following Conclusion of**  
11 **Litigation.** At the conclusion of this litigation (i.e., upon its final dismissal), all copies of all  
12 documents or transcripts designated “Confidential” and any copies thereof, shall either be destroyed  
13 or returned to the party or person producing same.  
14

15 **8.1** Notwithstanding any of the foregoing, counsel of record may maintain  
16 a complete set of pleadings, non-confidential deposition transcripts and exhibits, and non-  
17 confidential trial transcripts and exhibits following conclusion of this litigation.

18 **9. Unauthorized Disclosure or Inadvertent Production.** If either party learns  
19 that, by inadvertence or otherwise, it has disclosed Confidential Information to any person or in any  
20 circumstance not authorized under this protective order, the receiving party must immediately (a)  
21 notify the designating party in writing of the unauthorized disclosure, (b) use its best efforts to  
22 retrieve all unauthorized copies of the confidential material, (c) inform the person(s) of the terms of  
23 the protective order, and (d) request such person(s) execute Exhibit A. Pursuant to Federal Rule of  
24 Evidence 502(d) and (e), attorney-client, work product, or any other privilege will not be waived by  
25 disclosure connected to this litigation. As a result, the parties agree that nothing in this protective  
26 order will be deemed to limit or waive the attorney-client, work product, or any other privilege.  
27  
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1                   **10.     Continuing Obligation, Retention of Jurisdiction.**     This Order shall  
2 continue to be binding after the conclusion of this litigation, and the Court shall retain limited  
3 jurisdiction over the parties hereto for purposes of enforcing any obligations imposed hereby.  
4

5                   **11.**     Until such time as this Protective Order has been entered by the District Court,  
6 the parties agree that upon execution by the parties, it will be treated as though it has been “So  
7 Ordered.”

8 Dated: August 20, 2018

Dated: August 20, 2018

9 Respectfully submitted,

Respectfully submitted,

10  
11 /s/ Jason D. Guinasso, Esq.  
12 JASON D. GUINASSO, ESQ.  
HUTCHISON & STEFFEN, PLLC

13 Attorneys for Plaintiff  
14 NICOLE ANTONE

/s/ Kaitlyn M. Burke, Esq.  
RICK D. ROSKELLEY, ESQ.  
KAITLYN M. BURKE, ESQ.  
LITTLER MENDELSON, P.C.

Attorneys for Defendant  
WELLS FARGO FINANCIAL NATIONAL  
BANK

15  
16                   **ORDER**

17                   Paragraph 2.1 is also governed by *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d  
18 1092, 1097 (9th Cir. 2016).

19                   Paragraph 10 – Continuing Obligation, Retention of Jurisdiction: The Protective Order is  
20 modified to reflect that although the parties may agree to be bound by the confidentiality terms of  
21 this Order beyond the conclusion of this lawsuit, the dismissal of this action will terminate the  
jurisdiction of this Court.

22                   **IT IS SO ORDERED.**

23                   DATED: August 21, 2018.

24                   William G. Cobb

25 UNITED STATES MAGISTRATE JUDGE  
26  
27  
28

**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], am  
currently employed by \_\_\_\_\_ [print or type name], located at  
\_\_\_\_\_ [print or type full address], and my current job title is  
\_\_\_\_\_. I declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States District Court for the  
District of Nevada in the case of *Nicole Antone vs. Wells Fargo Financial National Bank (FKA  
Wells Fargo Bank, National Association)*, Case No. 3:18-cv-00236-LRH-WGC (D. Nev.).

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order  
and I understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not divulge any documents or  
copies of documents, designated "Confidential" or "Confidential - Attorneys Eyes Only" obtained  
pursuant to such Protective Order, or the contents of such documents, to any person other than those  
specifically authorized by the Protective Order. I shall not copy or use such documents except for  
the purposes of this action and pursuant to the terms of the Protective Order. As soon as practical,  
but no later than 30 days after final termination of this action, I shall return to the attorney from  
whom I have received them, any documents in my possession designated "Confidential" or  
"Confidential - Attorneys Eyes Only," and all copies, excerpts, summaries, notes, digests, abstracts,  
and indices relating to such documents. I further agree to submit to the jurisdiction of the United  
States District Court for the District of Nevada for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after termination of this  
action.

Date: \_\_\_\_\_ City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]